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No. 08-1362

Supreme Court, U.S.
FILED
JUL 10 2009
OFFICE OF THE CLERK

In The

Supreme Court of the United States

KAMALJIT SINGH BADWAL,

Petitioner,

vs.

TEAMSTERS UNION LOCAL NO. 922, As Representatives for the Automotive, Petroleum, Cylinder and Bottled Gas, Chemical Drivers, Helpers and Allied Workers and Public Transportation Employees,

Respondent.

On Petition For A Writ Of Certiorari To The United States Court Of Appeals, Fourth Circuit Court

PETITION FOR REHEARING

KAMALJIT SINGH BADWAL*
8520 Silverdale Road
Lorton, VA 22079-3067
(703) 690-2343
*Indigent Petitioner, Pro Se

Kamaljit Singh Badwal, Petitioner, *Pro Se*, hereby files this Motion for Rehearing on the following unresolved grounds.

Fair and Equal representation was not given to Petitioner as a member in good standing during his Grievance process with Union and no follow up information was willingly shared by Union members which led to his initial suit against them (Feb 29, 2008).

Petitioner has yet to be presented alleged documentation said to exist against him which led to his termination from Aero-Link Transportation service on or about (Mar 2, 2007).

The previous courts failed to review the alleged infractions against Mr. Badwal as well as take into consideration the numerous citations, awards and commendations showcasing his exemplary work ethic and character over 23 years. Mr. Badwal hereby requests a rehearing as to review these issues. Mr. Badwal also requests the opportunity to file an additional brief of the issues involved in his Petition for Review.

The question still remains unanswered, that is, on what grounds Aero-Link Transportation Management used unreported infraction dated Feb 16, 2007 against Mr. Badwal. Aero-Link has claimed that NO investigation into this charge took place, yet

documentation related to this event has been threatened against Mr. Badwal.

No consideration was given to enclosed documentation presented by Mr. Badwal including the petition that was signed in favor of Mr. Badwal by 21 cashiers employed by Aero-Link Inc. who worked alongside him for many years.

Petitioner repeatedly attempted to remain proactive in his pursuit to clear his good name and reputation through the NLRB and other judicial agencies. In the time since the Petitioner's condemnation by the Courts, it has been well documented by the Petitioner that he was not time-barred as the defense continues to continually restate. Only due to the fact that the NLRB as well as Aero-Link and Teamster Officials further limited, restricted, and prevented proper and timely responses by the Petitioner.

In order to prove the point that Ms. Ferline Buie never responded directly with a written response to a loyal Union member who paid dues for 23 years until she was sent a letter from attorney Mr. Tesler, which is attached for your review. Had Mr. Badwal not retained the services of an attorney, it is believed that Union Representative Ms. Ferline Buie would not have responded in any way if she had not been sent legal documentation requesting a written response.

Mr. Tesler also addressed a letter relating to this same case to Ms. Nancy J. Bryce: Human Resources Manager requesting in writing clearer evidence as to

the specific dates and charges that were being directed against the Plaintiff. (Mr. Badwal) Example: One letter sent from Aero-Link accuses the Plaintiff of violating company policy on January 5, 2006 and another letter relating to the same infraction accuses him on January 25, 2006. Mr. Tesler stated that these prior allegations were not even factually supported. Following are the documents for your review:

Document 1 (Notice of Disciplinary Action) dated 1-25-2006

Please take note that time of allegations was altered several times from original draft. Management alleged employee was sleeping while on duty. Employee contested the allegation pertaining to the time, but to no avail. Three times management altered time on document after employee had initially signed under duress.

Document 2 (Notice of Disciplinary Action) dated 10-18-2006

Note: Again altered time change by management from original document from 03:10 to 03:20. Management alleges employee was sleeping at 03:10. Employee contested document to management, as employee was able to prove to management that he was completing two customers transactions during that time frame (at 3:12 and 3:14). Management then changed time to 3:20 to accommodate their document. Employee refused to sign document.

Document 3 (Memorandum Note) 11-29-2006

Employee explained to his immediate supervisor that he was feeling very ill. Employee was working shift 23:00-07:00. Employee asked supervisor to be relieved to go home at approximately 02:00. Supervisor advised him that he could not leave due to the fact that it would leave other attendants shorthanded. Employee was accused of sleeping by management while at his work station approximately 03:00. Employee was finally released and able to clock out at 04:00.

Document 4 (Petition from Aero-Link Workers) dated 4-5-2007

A petition was signed by 21 active Aero-Link workers and submitted to Teamster Union Local No. 922 representatives. It was submitted in response to the termination of employee by Aero-Link Management. No response to document was ever considered as a contributing factor as to assist in fighting employees case by the Union.

The enclosed documents in this Petition will show the Court how the Union failed to contest any allegations that Aero-Link Management made against Petitioner without thoroughly investigating these said allegations. The Union and Aero-Link Managers collaborated together in this case to not only expel a dedicated, long term employee, but to also fabricate infractions against him to swiftly expel

him based on other issues not addressed by the Courts.

The Petitioner is not attempting to change any laws or the Judicial system of the United States; but to expose this unjust business practice of eliminating employees in good standing based on false and illegal actions.

CONCLUSION

The Petitioner humbly requests and prays that the highest court will review and make a motion to return the employee to his previous employment. The Petitioner has no animosity or ill will against the Courts of the United States, but only wishes for this callous action to be corrected.

Sincerely and respectfully submitted,

KAMALJIT SINGH BADWAL*
8520 Silverdale Road
Lorton, VA 22079-3067
(703) 690-2343
*Indigent Petitioner, Pro Se

CERTIFICATION

I hereby certify that this Petition for Rehearing is submitted in good faith and not for delay. This Petition for Rehearing is restricted to the grounds set out in Rule 44.2.

Signature of signing person
Karnaljit Singh Badwal

TESLER & WERBLOOD
ATTORNEYS AT LAW
113 ROWELL COURT
FALLS CHURCH, VA 22046

ROY TESLER,
(VA., D.C., MD. & CA.) **(703) 534-9300**
MARK F. WERBLOOD (VA., D.C., MD. & N.Y.)

August 7, 2007

Nancy J. Bryce
Human Resources Manager
Aerolink Transportation
Ronald Reagan Washington National Airport
Garage A
Washington, DC 20001-4901

Re: Badwal, Kamal
Aerolink Transportation
Booth Cashier
Employment terminated March 2, 2007

Dear Ms. Bryce:

I am writing to you on behalf of my client, Mr. Kamal Badwal.

Mr. Badwal was terminated by Aerolink on March 2, 2007. An allegation was made by a customer on February 22nd that Mr. Badwal was sleeping on the job on February 16, 2007.

My understanding is that there exists a video tape of Mr. Badwal in the booth on the night of February 16th, which tape does NOT indicate that Mr. Badwal was asleep at his post.

I note that nowhere in Kathleen Jackson's March 13, 2007, letter to my client is it stated that the MWAA film shows that Mr. Badwal was actually asleep at the time in question.

Although Ms. Jackson's letter refers to several prior occasions on which it was claimed that Mr. Badwal was sleeping while on the job, he has taken strong exception to these claims. He feels that he has been singled out for disparate treatment by his manager, and is willing to provide evidence to prove that these allegations were utterly without merit, if he is given the opportunity to do so.

In fact, after the incident alleged to have occurred on November 29, 2006, Mr. Badwal submitted a written offer to change his shift, to eliminate the likelihood of further baseless allegations being made against him. This request was ignored by his manager.

Mr. Badwal has been a faithful, hardworking and dedicated employee of Aerolink Transportation for more than twenty-three (23) years. He has received numerous commendations and awards for his outstanding customer service and overall work performance. Copies of some of these awards are enclosed for your information.

Ms. Bryce, prior to pursuing his legal remedies, my client appeals to you for the opportunity to demonstrate that the February 16, 2007, incident (not even reported until six days thereafter) and the prior allegations made against him are not factually

supported. He has written evidence to show that at least two of the alleged prior infractions were not even possible.

I submit to you that an employee of Mr. Badwal's excellent service and longevity should not be treated in the way that Aerolink has seen fit to treat him. We are requesting that Mr. Badwal be afforded the opportunity to resume his service to Aerolink Transportation and its customers. I will point out to you that my client was summarily fired on March 2, 2007, with no previous notice whatsoever. As you may know, Virginia law requires that reasonable notice be given to an employee prior to termination [*Slade v. Central Fidelity Bank,* 12 Va.Cir.291 (Lynchburg Cir.Ct.1988); *Laudenslager v. Loral,* 39 Va.Cir.228 (Chesapeake City Cir.Ct.1996) *Tingle v. Chasen's Business Interiors, Inc.* Law No.96-4299 (Norfolk Cir.Ct.1997)].

If Aerolink is unwilling to allow Mr. Badwal to return to work, then as an employee with more than twenty-three (23) years of good service to the company, he should be at least compensated with severance pay. It is our belief that under the wrongful circumstances of his termination, Mr. Badwal should receive one week's pay for each year of his service. However, because of the difficulty in making that computation, given the lengthy history of his salary increases, I am prepared to recommend to my client that he accept the sum of $5,000 in full settlement of all claims he has against Aerolink.

Please advise whether your company is willing to stand up and do the right thing.

Sincerely,

Roy Tesler

Enclosures

c: Mr. K. Badwal

AUTOMOTIVE, PETROLEUM, CYLINDER AND BOTTLED GAS, CHEMICAL DRIVERS, HELPERS AND ALLIED WORKERS AND PUBLIC TRANSPORTATION EMPLOYEES LOCAL UNION 922

[LOGO]

2120 BLADENSBURG ROAD, N.E. • WASHINGTON, D.C. 20018
AFFILIATED WITH: INTERNATIONAL BROTHERHOOD OF TEAMSTERS – TEAMSTERS JOINT COUNCIL NO. 55
PHONE: 202-526-9250 FAX: 202-526-9253

FERLINE BUIE
PRESIDENT AND
BUSINESS MANAGER

AARON E. SAWYER
SECRETARY-TREASURER AND
BUSINESS AGENT

RUDOLPH GARDNER
VICE PRESIDENT

MAUDE RICHARDSON
RECORDING SECRETARY

PAUL RUCKER
GEORGE NICHOLSON
MAXINE LYONS
TRUSTEES

July 24, 2007

Mr. Roy Tesler
Tesler & Werblood
Attorneys At Law
113 Rowell Court
Falls Church, VA 22046

Re: Badwal, Kamal
Aerolink Transportation
Employment Terminated March 2, 2007

Dear Mr. Tesler:

I am in receipt of your communication regarding Mr. Kamal Badwal.

I am aware that Mr. Badwal has 23 years of service and is the recipient of several commendations and awards from Aerolink. However, Mr. Badwal was not terminated because of a customer's complaint. He had a verbal, written suspension and was let go because there were no improvements in his habit of sleeping on his shift.

Mr. Badwal worked the midnight shift. He could have worked any shift he desired because of his seniority but he chose to work the late shift because he had employment elsewhere at the airport from 3 to 11pm. Mr. Badwal, has been found sleeping on his shift several times by his co-workers, which went unreported to management.

Mr. Badwal is a long-time employee, however, this does not exempt him from having to be awake for his shift. Mr. Badwal was found sleeping by a client who was trying to pay and get out of the parking lot. This client was furious because it was late and Mr. Badwal awoke from his deep sleep and fumbled to help him with his transaction. This resulted in Mr. Badwal bending the client's credit card and then he (the client) had to reverse and go to another lane to get out of the lot. This incident was the fourth time within a 365 day period that Mr. Badwal had been found sleeping.

There is too much evidence and no way that this Local Union in good faith could have won an arbitration ruling in his favor. The Executive Board of this Local Union voted "not" to arbitrate his case. Mr.

Badwal is the third person terminated for sleeping on the job and we did not take any of these cases to arbitration. In January of this year Mr. Badwal requested to work part-time at Aerolink, which was approved. However, when Mr. Badwal was denied his requested days off he changed his mind and stayed on full-time.

Your client and my member (Mr. Badwal) should be honest and forthright with you regarding the series of events leading up to his termination.

If I can be of further assistance please let me know.

Sincerely,

/s/ Ferline Buie
Ferline Buie, President

TESLER & WERBLOOD
ATTORNEYS AT LAW
113 ROWELL COURT
FALLS CHURCH, VA 22046

ROY TESLER,
(VA., D.C., MD. & CA.) **(703) 534-9300**
MARK F. WERBLOOD (VA., D.C., MD. & N.Y.)

July 13, 2007

Ms. Ferline Buie
President and Business Manager
Local 922
2120 Bladensburg Road, N.E.
Washington, D.C. 20018

Re: Badwal, Kamal
Aerolink Transportation
Employment Terminated March 2, 2007

Dear Ms. Buie:

I am writing to you on behalf of my client, Mr. Kamal Badwal.

Mr. Badwal was terminated by Aerolink on March 2, 2007. An allegation was made by a customer on February 22nd that Mr. Badwal was sleeping on the job on February 16, 2007. As you know, he was a booth cashier at Ronald Reagan National Airport, where he had worked for more than 23 years, and was the recipient of several commendations and awards for his job performance.

My understanding is that there were several meetings with Aerolink management representatives this spring, (at the last one of which you participated)

in the union's continuing attempts to get Mr. Badwal's job back for him, but these attempts were unsuccessful.

On April 6, 2007, my client wrote to you requesting that the matter of his termination by Aerolink be submitted to arbitration, under Step 4 of Article VIII of the collective. bargaining agreement between Aerolink and Local 922.

As he received no reply to that request, he mailed another letter to you on May 1, 2007, again requesting arbitration, and sent that one by certified mail, the return receipt for which I have a copy of in my file.

Please be good enough to contact me upon receipt of this letter and advise as to the current status of the arbitration Mr. Badwal has requested pursuant to the collective bargaining agreement.

I will take this opportunity to thank you for your prompt attention this matter, which I assure you is of the most grave concern to my client.

Sincerely,

/s/ **ROY TESLER**
Roy Tesler

RT/ksj

c: Mr. K. Badwal

May 01, 2007

Ms. Ferline Buie
President & Business Manager (Teamsters Local # 922)
2120 bladensburg Road, NE
Suite 102
Washington, DC-20018

Dear Ms. Buie,

Please refer to my previous letter dated April 06 regarding my official request to proceed with arbitration.

You are hereby requested to kindly let me know the status of arbitration. I would also appreciate if you kindly forward me the arbitration **case number and filing date** for my records. Please let me know when the arbitration will start.

Please do not hesitate to contact me, if you have nəy questions.

Thanks,

Sincerely,

/s/ K. Singh Badwal
Kamal Badwal
8520 Silverdale Road
Lorton, VA-22079
Tel: 703-690-2343
Cell: 703-984-9568

Cc: Jammeh Ousman, Shop Steward

April 06, 2007

Ms. FĐerline Buie (Ferline Buie.)
President & Business Manager (Teamsters Local # 922)
2120 bladensburg Road, NE
Suite 102
Washington, DC-20018

Dear Ms. Buie,

Please refer to letter sent to you by Ms. Nancy Bryce dated March 29, 2007 regarding my termination for sleeping while on duty.

The letter states that I was afforded many opportunities to correct the behavior through oral and written disciplinary notices.

I take exception to all the three prior alleged infractions dated July 4, 2006, October 18, 2006 and November 29, 2006 and also the last allegation dated February 16, 2007 that has resulted in my termination from Aerolink. I feel that I have been singled out by my manager for reasons unknown to me. I am willing to provide you the explanations/ evidences to prove that the allegations were baseless and have no merit.

After the November 29, 2007 incident, to avoid any further controversies, I even offered management in writing to change my shift. But all such requests were ignored by my manager.

Having been a faithful, dedicated and hardworking employee with Aerolink Transportation for over 23 years, I have received numerous commendations and

praise for my customer service and overall work performance. A copy of which could be provided to you upon request.

As per article VIII of Collective Bargaining Agreement between Aerolink and Local Union No. 922, IBT, I have exercised all the efforts to adjust controversies and disagreements in an amicable manner. I am not left with any alternative but to follow the step 4 of article VIII of collective Bargaining Agreement between Aerolink and Local Union No. 922, IBT to take up the matter to arbitration.

Please consider this letter as my official request to proceed with arbitration.

Please do not hesitate to contact me, if you have nay questions.

Thanks,

Sincerely,

/s/ K. Singh Badwal
Kamal Badwal
8520 Silverdale Road
Lorton, VA-22079
Tel: 703-690-2343
Cell: 703-984-9568

★
AEROLINK TRANSPORTATION®

THE PLANE AND SIMPLE CHOICE®

Ronald Reagan
Washington National Airport

Garage A
Washington, DC 20001-4901

(703) 417-4300
Fax (703) 417-4307

March 13, 2007

Mr. Kamal Badwal
8520 Silverdale Road
Lorton, VA 22079-3067

Dear Mr. Badwal:

I refer to our meeting on March 2, 2007 at which you were represented by Shop Steward Mr. Ousman Jammeh. As you know, the meeting was convened to discuss your infraction of the work rule regarding sleeping while on duty. This arose following a complaint received on February 22, 2007 from a customer regarding your being asleep while on duty and his dissatisfaction with the service he received from you on February 16, 2007.

Following receipt of the complaint, we requested and received from MWAA a copy of the film showing activity in the booth on the day in question. After reviewing the film, we found it necessary to convene a meeting with you. The first meeting which was

scheduled for 7:00 a.m. on March 1, 2007 did not take place since you called out from your shift on the night before. Another meeting was scheduled for March 2, 2007 at 7:00 a.m. and at that meeting you and Shop Steward Ousman Jammeh had the opportunity to view the contents of the film as well.

At the conclusion of that meeting you were informed of AeroLink's decision to terminate your employment effective March 2, 2007. This was the fifth infraction of this nature, with previous notices having been issued on January 25, 2006 – Oral; July 4, 2006 – Written; October 18, 2006 – Suspension; and November 30, 2006 – Final Notice Letter. A copy of the Notice of Disciplinary action regarding the termination was provided to you but you declined to sign and the notice was mailed to your address on record.

At Mr. Jammeh's request, another meeting was held on March 8, 2007 during which he requested reconsideration of the decision to terminate your employment. However, AeroLink is unable to accede to this request.

Your terminal benefits will be processed and prior to receiving your final paycheck, all company property in your possession, including the security pass issued by MWAA should be returned to AeroLink Transportation by the close of business on March 30, 2007.

Sincerely,

/s/ Kathleen Jackson
Kathleen Jackson
Assistant Human Resources Manager
(For)
Nancy J. Bryce
Human Resources Manager

Cc: Ms. Ferline Buie
President and Business Manager
Teamsters Local #922

★
AEROLINK
TRANSPORTATION®

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Ronald Reagan
Washington National Airport

P.O. Box 2532
Arlington, VA 22202

(703) 417-4300
Fax (703) 417-4307

To: Kamal Badwal

From: Teri Morkunas, Parking Operations Manager

CC: Nancy Bryce
Local 922

Re: Final Notice

Date: November 30, 2006

As you may recall previously, you were found asleep on duty on several occasions (January 5, 2006, July 4, 2006, and October 18, 2006) and were progressively disciplined according to company policy including a suspension from duty, which was served on October 20, 2006.

In spite of the fact that you have received an oral and written warning and a suspension, you continue to sleep on duty. You were observed sleeping on duty on November 29, 2006, while working in lane 46. Therefore, this letter will serve as final notice to you.

Any future violation of sleeping on duty will cause immediate termination of you employment.

Again, I would like to remind you that sleeping on duty is not acceptable and will not be tolerated under any circumstances. Your immediate attention is needed to correct this problem. If we can be of any assistance in order to correct your sleeping on duty problem, do not hesitate to contact me one of your shift managers. If you have a problem staying awake, as a cashier with senior status, you have the choice of picking a different shift when openings are available.

Again this is a final notice and future infractions will cause termination of employment.

I, _____, acknowledge the receipt of this letter.

Signature: _____ Date _____

[Employee declines to sign letter. Copy of letter provided to him.]

/s/ Nancy Bryce
12/11/06

★

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MEMORANDUM

TO: _____

FROM: P. Somvong

RE: _____

DATE: Dec. 2, 2006

On November 29, 2006 Mr. Badwal has called me and ask to go home at 2:00 a.m. but I told him that right now, economy is still busy one cashier could not handle it alone so I ask him to stayed until it slow down when it slow down he can leave early.

★
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NOTICE OF DISCIPLINARY ACTION

Date: 10-18-06

Employee Name:	Position:	Supervisor/Manager Completing Report:
Kamal Badwal	Cashier	Dwayne Tisdale

INFRACTION

1. ☐ Careless driving
2. ☐ Dereliction of duty
3. ☐ Excessive break time
4. ☐ Excessive callouts
5. ☐ Excessive lateness
6. ☐ Excessive short/over, funds/transactions
7. ☐ Failure to follow instructions
8. ☐ Falsifying time records
9. ☐ Fighting
10. ☐ Gambling
11 ☐ Harassment
12. ☐ Improperly wearing uniform
13. ☐ Insubordination
14. ☐ Insufficient notice of call-out
15. ☐ Leaving work station without permission
16. ☐ Misconduct

17. ☐ Mishandling of funds and/or equipment
18. ☐ Misrepresentation of funds and/or tickets
19. ☐ No Call/No Show
20. ☑ Sleeping on duty
21. ☐ Unacceptable customer service
22. ☐ Unauthorized absence
23. ☐ Unsatisfactory job performance
24. ☐ Other _____

Detailed description of the specific offense (attach additional sheets if necessary): Mr. Badwal was observed sleeping while on duty at lane #46 on 10-18-06 at 3:20 a.m.

Prior Infractions (If the infraction is repeated lateness or absenteeism, list specific dates, times and duration. List any prior infractions for the past 9 months only.) Attach additional sheets if necessary. Mr. Badwal received an oral warning on 1-25-06 & a written warning on 7-4-06

DISCIPLINARY ACTION

☐ **Oral Warning**. An oral warning was given to this employee on (date) _____ at (time) _____ at the Ronald Regan Washington National Airport for the above offense. No other disciplinary action or conditions were imposed.

☐ **Written Warning/Reprimand**. You are hereby advised that the offense described

above is a violation of company standards for employee conduct. You are cautioned that a repetition of this offense or any other violation of company standards of conduct will result in further disciplinary action.

☒ **Suspension**. You are hereby advised that you are on suspension for a period of 1 days, beginning [11 pm-7:30 am] 10/20/06 and continuing through 10/20/06. Your next scheduled day is _____. A repetition of this offense or any other violation of company standards of conduct will result in further disciplinary action, including, if warranted, termination of your employment.

☐ **Termination**. Your employment with Aerolink, Inc., is hereby terminated effective _____, for the offense described above.

I have read and understand this Notice of Disciplinary Action [Refused to Sign] 10/19/06

Employee Signature Date

Employee Comment (Attach additional sheets if necessary):_____

_____

_____

_____

_____

APPROVAL

Immediate Supervisor	Date	Shift Manager /s/ Dwayne Tisdale	Date 10 18 06
Operation Manager /s/ Teri Morkunas	Date 10-18-06	Human Resource Manager /s/ Nancy Bryce	Date 10/19/06

★
AEROLINK®
TRANSPORTATION

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NOTICE OF DISCIPLINARY ACTION

Date: 1-25-06

Employee Name:	Position:	Supervisor/Manager Completing Report:
Kamal Badwal	Cashier	Dwayne Tisdale

INFRACTION

1. ☐ Careless driving
2. ☐ Dereliction of duty
3. ☐ Excessive break time
4. ☐ Excessive callouts
5. ☐ Excessive lateness
6. ☐ Excessive short/over, funds/transactions
7. ☐ Failure to follow instructions
8. ☐ Falsifying time records
9. ☐ Fighting
10. ☐ Gambling
11 ☐ Harassment
12. ☐ Improperly wearing uniform
13. ☐ Insubordination
14. ☐ Insufficient notice of call-out
15. ☐ Leaving work station without permission
16. ☐ Misconduct

17. ☐ Mishandling of funds and/or equipment
18. ☐ Misrepresentation of funds and/or tickets
19. ☐ No Call/No Show
20. ☑ Sleeping on duty
21. ☐ Unacceptable customer service
22. ☐ Unauthorized absence
23. ☐ Unsatisfactory job performance
24. ☐ Other _____

Detailed description of the specific offense (attach additional sheets if necessary): Mr. Badwal was observed sleeping while on duty at lane #46 at 5:30 am [~~3:30 am, 4:30 am~~] January 25, 2006.

Prior Infractions (If the infraction is repeated lateness or absenteeism, list specific dates, times and duration. List any prior infractions for the past 9 months only.) Attach additional sheets if necessary. _____

DISCIPLINARY ACTION

☐ **Oral Warning**. An oral warning was given to this employee on (date) _____ at (time) _____ at the Ronald Regan´ Washington National Airport for the above offense. No other disciplinary action or conditions were imposed.

☐ **Written Warning/Reprimand**. You are hereby advised that the offense described

above is a violation of company standards for employee conduct. You are cautioned that a repetition of this offense or any other violation of company standards of conduct will result in further disciplinary action.

☐ **Suspension**. You are hereby advised that you are on suspension for a period of ___ days, beginning _____ and continuing through _____. Your next scheduled day is _____. A repetition of this offense or any other violation of company standards of conduct will result in further disciplinary action, including, if warranted, termination of your employment.

☐ **Termination**. Your employment with Aerolink, Inc., is hereby terminated effective _____, for the offense described above.

I have read and understand this Notice of Disciplinary Action K. Singh 01/25/06

Employee Signature Date

Employee Comment (Attach additional sheets if necessary):_____

_____

_____

_____

_____

APPROVAL

Immediate Supervisor /s/ P. Somvong	Date 1-25-06	Shift Manager /s/ Dwayne Tisdale	Date 1-25-06
Operation Manager	Date	Human Resource Manager	Date